

## Conditions of contract of sea carriage of Passengers and their luggage

### I. GENERAL TERMS.

1. By placing a booking order Passenger hereby comes into agreement with the Carrier who shall undertake to carry the Passenger and his cabin luggage to the port of destination, and the Passenger shall pay an established fare for the passage and make payment for the carriage of luggage on the terms stated below.

2. Carriage covers the period during which the Passenger and/or his cabin luggage are on board the vessel, or in the course of embarkation or disembarkation, and the period during which the Passenger and his luggage are transported by water from land to the vessel or vice-versa, if the cost of such transport is included in the fare or if the vessel used for the purpose of auxiliary transport has been put at the disposal of the Passenger by the Carrier. However, with regard to the Passenger, carriage does not include the period during which he is in a marine terminal or station or on a quay or on any other port installation.

3. Carriage of other luggage, which is not cabin luggage, covers the period from the time of taking over of luggage by the Carrier, his servants or agents ashore or on board the vessel till the time of its re-delivery by the Carrier, his servant or agent.

4. As used in this booking order the following expressions have the meaning hereby assigned to them:

«Carrier» means a person by or on behalf of whom a contract of carriage has been concluded, whether the carriage is actually performed by him or by a performing Carrier;

«performing Carrier» means a person other than the Carrier, being the owner, charterer or operator of the vessel, who actually performs the whole or a part of the carriage;

«contract of carriage» means contract made by or on behalf of a Carrier for the carriage by sea of a Passenger or of a Passenger and his luggage, as the case may be;

«Passenger» means any person carried in a vessel:

(a) under a contract of carriage, or

(b) who, with the consent of the Carrier, is accompanying a vehicle or live animals which are covered by a contract for the carriage of goods not governed by the Athens Convention relating to the carriage of Passengers and their luggage by sea, 1974;

«Luggage» means any article or vehicle carried by the Carrier under a contract of carriage, excluding:

(a) articles and vehicles carried under a charter party, bill of lading or other contract primarily concerned with the carriage of goods, and

(b) live animals;

«Cabin Luggage» means luggage which the Passenger has in his cabin or is otherwise in his possession, custody or control;

«international carriage» means any carriage in which, according to the contract of carriage, the place of departure and the place of destination are situated in two different States, or in a single State if, according to the contract of carriage or the scheduled itinerary, there is an intermediate port of call in another State.

### II. PASSENGER TICKET.

5. The proof of the conclusion of the contract and payment of due fare for the carriage shall be the ticket handed in to the Passenger at the time of check-in procedures.

6. Passenger ticket in its Owner's standard form and contents shall not be subject to any amendments and / or corrections.

7. Passenger ticket shall be considered valid only for the voyage and the vessel indicated in it.

8. Passenger ticket shall not be transferable to other persons not named in the ticket. The ticket shown by any other person will be cancelled and the fare will not be refunded.

### III. TARIFFS.

9. Fare to be paid in accordance with Passenger and cargo tariffs in force.

10. Three times meal on board the vessel is included in fare.

11. Compulsory accident insurance of Passenger is included in fare in accordance with the Law of Ukraine in force.

12. In case of payment for one-way ticket the Passenger is obliged to leave the vessel one hour after arrival of the vessel to the port of destination.

13. Embarkation and disembarkation dues in the ports of departure / destination shall be paid by the Passenger separately according to the rates of dues levied in these ports, or, if these dues are included in fare, in accordance with tariffs in force.

### IV. LUGGAGE.

14. Each Passenger having a separate place shall have the right of carrying a cabin luggage (hand luggage) not exceeding 100 kg. or 0,5 cub.m. free of charge. For carriage of luggage (hand luggage) over established limits shall be paid in accordance with tariffs for carriage of goods. Handing in the luggage to the Carrier shall be evidenced by luggage receipt.

15. Luggage must not contain import / export prohibited articles, fetid, flammable, explosive, radioactive, corrosive, toxic substances / poisons, infectious substances (such as bacteria, virus cultures) or other substances that may turn to be of a nature dangerous to the vessel, cargo, crew and Passengers.

16. The Passenger shall give written notice to the Carrier or his agent regarding any loss or damage to luggage:

(a) in case of apparent damage to the cabin luggage before or at the time of disembarkation of the Passenger;

(b) in case of apparent damage to the other luggage - before or at the time of its re-delivery;

(c) in case of damage to luggage which is not apparent or loss of luggage - within 48 (forty eight) hours from the time of disembarkation.

If the Passenger fails to comply with this article, he shall be presumed, unless the contrary is proved, to have received the luggage undamaged.

The notice in writing need not to be given if the condition of the luggage has at the time of its receipt been the subject of joint survey or inspection.

#### V. CANCELLATION OF CONTRACT BY PASSENGER.

17. The Passenger shall have the right to cancel the contract at any time prior to the departure of the vessel and, after commencement of the voyage, at any port where the vessel may call for embarkation or disembarkation of Passengers.

18. The Passenger who has informed the Carrier of his cancelling the contract shall have the right to get back his fare and payment for the carriage of luggage in accordance with terms of return of tickets according to the tariffs in force.

19. If the Passenger has not appeared by the departure of the vessel due to illness or has cancelled the contract prior to the departure of the vessel for the same reason certified by appropriate document, the Passenger shall be given in full the fare and payment for carriage of luggage.

#### VI. CANCELLATION OF CONTRACT BY CARRIER.

20. The Carrier shall have the right to cancel the contract of carriage of Passengers at the advent of the following circumstances: (a) military or other actions which may present a danger of seizure of the vessel, cargo or Passengers; (b) blockade of the port of departure and/or destination; (c) vessel's detainment by authorities for reasons that do not depend on the parties of the contract; (d) making use of the vessel for special state services; (e) epidemic or quarantine.

21. The contract of carriage shall be terminated without its cancellation by the parties at the advent of the following circumstances: (a) the vessel perishes or is seized by force; (b) the vessel is found unseaworthy.

22. If the contract has been terminated by the Carrier prior to the departure of the vessel, the Passenger shall be given back in full the fare and payment for the carriage of luggage and, if the contract has been terminated after commencement of the voyage - a part of said amount in proportion to the distance that was not covered by carriage.

23. The Carrier has a right on his sole discretion to substitute the vessel stated in this ticket for other vessel. In case of substitute if the substitute vessel has lower particulars than vessel stated in this ticket - carrier will reimburse to passenger difference between cost of tickets of these vessels.

The Carrier shall have the right to change Passenger's accommodation, delay the departure of the vessel, change the carriage route, place of embarkation and / or disembarkation of the Passenger provided said actions become necessary because of natural disasters, adverse sanitary and epidemiological conditions as well as because of other events and occurrences not dependent on the Carrier and making the performance of the contract impossible. The Carrier bears no responsibility for the possible delay in arrival of the vessel to the port of destination due to the force majeure circumstances, including unfavorable weather conditions, and also due to other reasons not dependent on the Carrier, and reducing of time of staying in the ports caused by these reasons.

#### VII. PASSENGER'S LIABILITY.

24. The Passenger shall comply with any passport, customs, sanitary and other formalities as required in the ports of call of the vessel, and bear responsibility for non-fulfilment of these requirements as well as for validity of the documents presented by him: a passport, a visa, sanitary certificate and other documents required by control authorities for disembarkation at intermediate ports of call and at port of destination. In case the control authorities forbid the Passenger to enter the country of destination due to non-fulfilment of such requirements, the Passenger is obliged to pay the fare to the port where he can be disembarked.

25. The Passenger shall check-in for a voyage in accordance with the instructions sent at the time of placing a booking order, and also in accordance with any additional instructions that can be sent afterwards to the e-mail address specified by Passenger while placing a booking order. The instructions sent to the e-mail address specified by Passenger shall be considered a duly notification of Passenger.

26. Passengers must observe on board the vessel rules established by the Carrier, local laws and orders at ports of call, as well as any order issued by vessel's authorities.

27. The Passenger shall be liable for and shall indemnify for all damages caused to the Carrier, the vessel, her furnishing and equipment and damages caused to other Passengers and persons.

28. The Passenger shall be liable for all fines or penalties imposed on the Carrier by any port, customs or other authorities for his illegal actions.

29. While on an international sea carriage Passenger shall provide for duly issued documents to enter the country of transit or destination at request of Carrier.

30. Smoking is strictly prohibited on board except for designated places. In case of smoking away from a designated place the passenger shall be subject to a fine of EUR 50 for each occurrence of smoking payable before leaving the vessel.

31. In case the wrongful information provided in respect of date of birth of child has caused an ungrounded discount to be applied by the booking system, Passenger shall be liable to compensate the difference as per fares in force before embarkation. In this case, if the child passage had been paid implying no separate berth to be provided while the age of the child at the start of voyage requires accommodation on a separate berth and there is no possibility to provide an additional berth for this child - the passenger shall still be responsible to pay the difference

in compliance with fares in force while the Carrier shall bear no responsibility to provide additional berth for this child

#### VIII. CARRIER'S LIABILITY.

32. The Carrier shall undertake to bring the vessel, prior to commencement of carriage, to a condition fit for sailing and safe carriage of Passengers, to timely outfit and supply the vessel with all necessary for the carriage, to man the vessel and maintain her in said condition during the entire period of carrying the Passengers by sea.

33. The Carrier shall be liable for the damage suffered as a result of the death of or personal injury to a Passenger and the loss of or damage to luggage if the incident which caused the damage so suffered occurred in the course of the carriage and was due to the fault or neglect of the Carrier or of his servants acting within the scope of their employment.

34. The Carrier shall not be liable for the loss of or damage to monies, negotiable securities, precious metals and articles made thereof, jewellery, works of art or other valuables, excluding the cases when the said valuables were handed over to the Carrier who have given his consent for their safe-keeping.

35. On international carriage the Carrier's liability in case of death of or personal injury to a Passenger and the loss of or damage to the cabin or other luggage is regulated by provisions of the Athens Convention relating to the carriage of Passengers and their luggage by sea, signed in Athens on 13 December 1974, and the Protocol to the Athens Convention relating to the carriage of Passengers and their luggage by sea of 1974, signed in London on 19 November 1976.

36. In case Law and Conventions applicable to the carriage provide the possibility to stipulate suspension or limitation of Carrier's liability to a certain minimum, such a suspension or limitation shall be considered agreed upon respectively.

37. The Passenger, whose health or behavior could prove threatening to other Passengers health, safety and comfort, shall not be admitted on board the vessel. If any such Passengers during embarkation to the vessel have not informed the Carrier or had not received Carrier's and/or Master's written consent, the Carrier and/or Master shall be at liberty to land such Passengers at any port of call or make them move to another berth, with such Passengers not being entitled to claim refunding of the respective fare rate.

38. In case of Passenger's sudden illness during the voyage, the Carrier shall render necessary medical aid, available on board of the vessel to the Passenger before his hospitalization or delivery of the Passenger to the corresponding State authorities and/ or his relatives.

39. Carrier is not responsible to the passenger for delay of the vessel, untimely departure of the vessel from port of departure as well as untimely arrival to port of destination, change of route or voyage duration, cancellation or delay of voyage to another date/time, if such should occur due to circumstances beyond carrier's control.

40. Failure by Carrier on an international sea carriage to accept a passenger who failed to provide due documents to enter the country of transit or destination at request of Carrier shall not amount to the obligation of Carrier to compensate damages to Passenger insofar inflicted.

#### IX. JURISDICTION.

41. Any disputes and disagreements which may arise under the present contract or in connection with its fulfillment are to be referred to the court of principal place of business of the Carrier.